

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

RECEIVED
IN CLERK'S OFFICE
APR 20 2004

U.S. DISTRICT COURT
MID. DIST. TENN.

ADDIE T. COLEMAN, WILLIAM)
H. HARRISON, JAMES L. DIXON,)
CAROLYN DIXON, FRANCISCO R.)
RAMIREZ, STEPHANIE)
GATES, and XAVIER YOUNG,)
on behalf of themselves and all others)
similarly situated,)

Plaintiffs,)

v.)

GENERAL MOTORS ACCEPTANCE)
CORPORATION,)

Defendant.)

Case No. 3:98-0211
Judge Trauger

ORDER REGARDING
REPORTING REQUIREMENTS UNDER THE
EDUCATION AND ASSISTANCE PROGRAM
PROVISIONS OF THE SETTLEMENT AGREEMENT

The Settlement Agreement dated February 9, 2004 (the "Settlement Agreement")
between the Class Representatives and Defendant General Motors Acceptance
Corporation ("GMAC") approved by the Court on March 29, 2004, after notice and a
Fairness Hearing provides, in pertinent part that:

- 8.4 **Consumer Education and Assistance Programs.** GMAC is active in promoting the education of consumers about credit financing. To further such efforts, within 30 days after the Effective Date, GMAC will contribute \$1.6 million toward certain consumer assistance initiatives for the purpose of improving the education of and/or assisting consumers with respect to credit financing. Contribution recipients will be tax-exempt nonprofit organizations. Contributions will be distributed to proportionate

amounts to organizations focused on Black and Hispanic outreach efforts. Plaintiffs will set forth a proposal for the distribution of the funds in writing for review by GMAC and for approval by the Court.

On March 8, 2004, Plaintiffs' counsel filed a Notice of Consumer Education and Assistance Program Proposals in Support of Class Action Settlement ("Proposal") with the Court. The Proposal provides for the distribution of the Consumer Education and Assistance funds to tax exempt non-profit organizations as follows:

- Rainbow/PUSH Coalition - \$600,000 (including a \$200,000 sub-grant to the Black America Saves Initiative of America Saves);
- National Council of La Raza - \$600,000 (including a \$200,000 sub-grant to the Hispanic America Saves Initiative of America Saves);
- National Legal Aid and Defender Association - \$400,000

Therefore, it is hereby ORDERED that:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used in this Order will have the same meanings as set forth in the Settlement Agreement, unless otherwise defined in this Order.
2. Beginning six (6) months after the Effective Date, and continuing every six (6) months thereafter until the Consumer Education and Assistance funds allocated under Section 8.4 of the Settlement Agreement are fully expended as anticipated by the Settlement Agreement and the relevant provisions of the Proposal approved by the Court, Plaintiffs' Class Counsel, Stuart T. Rossman, will file a declaration regarding the use of the

funds designated by Section 8.4 of the Settlement Agreement for Consumer Education and Assistance with the Court and all counsel designated for receipt of notices in the Settlement Agreement (“Declaration”).

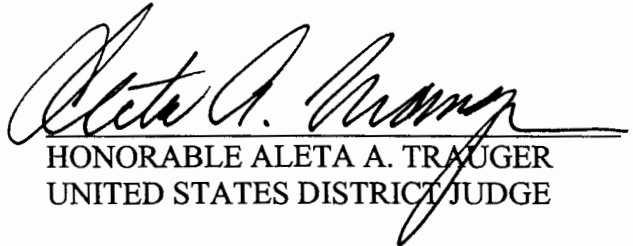
3. Attached to the Declaration will be a financial report from each of the four beneficiary organizations (Rainbow/PUSH Coalition; National Council of La Raza; America Saves; and the National Legal Aid and Defenders Association collectively referred to as the “Beneficiary Organizations”) that will receive any of the allocated monies indicating specifically how the funds were used during the previous six (6) month period. The financial reports will be prepared by the organizations, or their authorized agents, consistent with standard accounting principles. If the financial reports submitted are not audited by independent outside auditors, the financial reports shall be sworn to by an officer of the organization. A Beneficiary Organization is not required to continue to prepare a financial report to be appended to the Declaration once it has expended all of the funds allocated to it under the Settlement Agreement and the Proposal and has submitted to the Court and all counsel designated for receipt of notices in the Settlement Agreement a final accounting for the monies it received.
4. Plaintiffs’ Class Counsel, Stuart T. Rossman, will continue to prepare a Declaration and file it with the Court and all counsel designated for receipt of notices in the Settlement Agreement until the last of the Beneficiary Organizations has expended all of the funds allocated to it under the

Settlement Agreement and the Proposal and has submitted a final accounting for the monies it received. In the event, for any reason, Stuart T. Rossman no longer is able to fulfill this responsibility, he may apply to the Court for permission to substitute any of the other Plaintiffs' Class Counsel in his stead.

5. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason whatsoever, this Order shall be deemed vacated and shall have no force and effect whatsoever.
6. Without affecting the finality of the Final Judgment entered in this case on March 29, 2004, in any way, this Court retains continuing jurisdiction for the purpose of enforcing the Settlement Agreement and this Order, and other matters related or ancillary to the foregoing.

IT IS SO ORDERED.

Dated: April 23, 2004


HONORABLE ALETA A. TRAUGER
UNITED STATES DISTRICT JUDGE